

**PATENT APPLICATION**  
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants : Guy AZAM et al. )  
 ) Group Art Unit 3765  
Appln. No. : 09/926,086 )  
 ) Examiner James G. SMITH  
I.A. Filed : December 22, 2000 )  
 ) Confirmation No. 3803  
For : LACE-UP TIGHTENING DEVICE FOR )  
 ) AN ARTICLE OF FOOTWEAR, AND AN )  
 ) ARTICLE OF FOOTWEAR EQUIPPED )  
 ) WITH SUCH DEVICE )

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your petitioner, SALOMON S.A., a corporation of the country of France, whose business address is Lieudit "La Ravoire," 74370 Metz-Tessy, France, represents that it is the assignee of record of the entire right, title and interest in U.S. Patent No. 6,467,195, issued on October 22, 2002, hereinafter "the US '195 patent," by an assignment recorded in the U.S. Patent and Trademark Office on February 23, 2001, at Reel 011544, Frame 0858, and that it is the assignee of record of the entire right, title and interest in U.S. Patent Application No. 09/926,086, hereinafter "the instant application," by an assignment recorded in the U.S. Patent and Trademark Office on November 28, 2001, at Reel 012324, Frame 0962.

Your petitioner, SALOMON S.A., hereby disclaims the terminal part of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term defined in 35 USC §154 to §156 and §173, as presently shortened by any terminal disclaimer, of the US '195 patent, and hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that the legal title to such patent

24 DEC. 2003

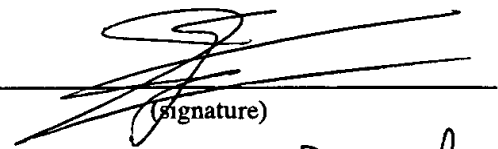


so granted on the instant application shall be the same as the legal title to the US '195 patent, this agreement to run with such patent so granted on the instant application and to be binding upon the grantee, its successors, or assigns.

Your petitioner, SALOMON S.A., does not disclaim any terminal part of any patent granted on the instant application prior to the expiration date of the full statutory term of the US '195 patent in the event that the US '195 patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or further terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, except for the failure of common ownership stated above.

Your petitioner, SALOMON S.A., certifies that the aforementioned assignment documents have been reviewed and that to the best of the assignee's knowledge and belief, title to the instant application and title to the US '195 patent are in the assignee. Further, the assignee's undersigned representative, who is empowered to act on behalf of the assignee, hereby declares that all statements made herein of his/her own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

February 6, 2004  
Date  
SALOMON SA  
74996 ANNEXY Cedex  
FRANCE  
Address

  
(signature)  
Name: JORN Pascal  
Title: Potent Engineer